

**Jefferson County**  
**Electronic Map Data Application Agreement**

**1. Applicant Information:**Name: Steve KleopferCompany: Kent Water (If Applicable)Address: R.F. PO Box 336 16162 W. St. Rd. 256Phone Number: 812-866-4646E-Mail Address: Kentwaterco@seidataPurpose of Request: For 812-866-3216

**2. Map Layer Request:** What follows is a listing of map layers with an indication of current availability (A - Available) and public safety sensitivity rating (1 - Low, 2 - Medium, 3 - High). Put a check by the available layers that you are requesting.

Aerial Photography	Resolution	Year Flown	Projection	Extent
Available	6"	2003	Nad83 IN SPE	County

Map Layers			Map Layers		
County Boundary	A	1	Watersheds		1
Township Boundaries	A	1	Landmarks (Place Names)	A	1
Municipal Boundaries	A	1	Planning Districts		1
Legal Sections	A	1	Zoning Maps	A	1
Highways	A	1	Geodetic Controls (HARN)		1
Roads	A	1	Legal Section Corners		1
County Bridges	A	2	Utility Boundaries		1
Railroads	A	1	Public Recreation Areas		1
Airports		1	Voter Precincts	A	1
Ports		1	School Districts		1
Dams		2	State Senate Districts		1
Parcels	A	1	State House Districts		1
Subdivisions	A	1	County Commissioner Districts	A	1
Addresses	A	2	County Council Districts	A	1
Soils	A	1	EMS (Medical Service Boundary)		1
Water (Lakes, Rivers, Streams)	A	1	ESN (Service Number Boundary)	A	1
Flood Boundaries	A	1	Census Block Group Boundaries		1
Legal Drains		1	Zip Code Boundaries		1

3. **Use Restrictions and Notice:** - Pursuant to the provisions of Indiana Code 5-14-3-3(e), and Jefferson County Ordinance 200-\_\_ (the "Ordinance") no person, other than those authorized in writing by the Board of Commissioners, may use the electronic map data provided by the County for commercial purposes, including to sell, advertise, or solicit the purchase of merchandise, goods, or services, or sell, loan, give away, or otherwise deliver the information obtained by request to any other person for these purposes. This includes the repackaging or assimilation of electronic map data for a commercial purpose in paper or electronic media.

A person who uses information in a manner contrary to the Ordinance or a rule or ordinance adopted under Indiana Code 5-14-3-3 may be prohibited by the County from obtaining any electronic map data.

The following notice regarding data ownership, restrictions, and qualifications shall be provided to every person that receives a copy of the County's electronic map data.

Jefferson County electronic map data is the property of Jefferson County, Indiana. All electronic map data supplied by Jefferson County has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The County does not guarantee the positional or thematic accuracy of the data. The cartographic digital file server is not a legal representation of any of the features depicted, and the County disclaims any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be and/or expressly excluded. The data represents an actual reproduction of data contained in the County's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. Therefore, the County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify Jefferson County and its employees and officers. This indemnity covers reasonable attorney's fees and all court costs associated with the defense of Jefferson County arising out of this disclaimer. The recipient may copy this data into computer memory or onto computer storage devices and prepare derivative works from it for the recipient's own use.

4. **Use Violation Penalty:** - Any person(s) who violates the terms and conditions of the Ordinance by failing to pay the service fee for the electronic map data shall be liable for the total fee charged for the electronic map data plus attorney's fees and the cost of collection.

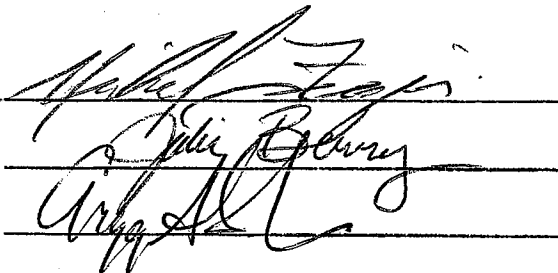
Any person(s) who violates the restrictions on the use of electronic map data as set forth in Section 2 of this Agreement shall be guilty of an infraction and may be fined by the County up to Two Thousand Five Hundred (\$2,500), and each violation shall be deemed a separate offence. Also, in the event that there is an improper use of electronic map data as set forth in Section 2 of this Agreement or in violation of State or Federal Law, the County may prohibit the person(s) (as defined by Indiana Code 5-14-3-2) from obtaining any electronic map data and seek injunctive relief from any misuse of electronic map data by the person(s) who originally paid the service fee for the electronic map data or any other person(s) who has received a copy of the electronic map data.

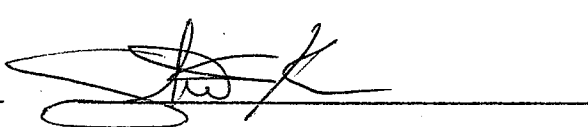
5. **Total Fee:** \$ 1000 (See attached Fee Schedule)

6. **Effective Date:** - This Agreement shall be effective the 2 day of July, 2005.

JEFFERSON COUNTY  
BOARD OF COMMISSIONERS

APPLICANT





**Fee Schedule  
Electronic Map Data**

Review the various items in the Fee Schedule and select the ones that you are requesting. When the fees have been calculated and totaled, fill in the total fee in the space provide in section 5 of the Electronic Map Data Application Agreement.

**1. County Map Layers**

\$ 1,500.<sup>00</sup> **Continuously Updated Map Layers** An annual fee of \$1,500, paid in advance, for the continuous transmission of available and disclosable countywide non-photo electronic map data layers.

\$ \_\_\_\_\_ **One Time Delivery of Map Layers** A fee of \$750, paid in advance for a one time delivery of available and disclosable countywide non-photo electronic map data layers delivered on a CD.

\$ \_\_\_\_\_ **Aerial Photography** A fee of \$750, paid in advance, for a one time delivery of a County's most recent aerial photo layer delivered on CD's.

**2. Subsets of County Map Layers (for less than countywide areas)**

\$ \_\_\_\_\_ **One Time Delivery of Map Layer Subset** A fee of \$75 per hour for the preparation of one time specifically requested subsets of County electronic map data delivered on a CD. The total amount of the fee to be calculated by County's Electronic Map Data Provider.

**3. Separating Disclosable and Nondisclosable Data**

\$ \_\_\_\_\_ A fee of \$150.00 per hour for computer programming required to separate disclosable and nondisclosable electronic map data if this is required as part of a one time map data request. The total amount of the fee to be calculated by County's Electronic Map Data Provider.

**4. Pricing Adjustments:** The County has waived its \$500.00 portion of the \$1,500 fee.

**TOTAL FEE** \$ 1,000.<sup>00</sup>

**Questions** If there are any questions by the Applicant in filling out the Electronic Map Data Application Agreement, or determining the appropriate fees, please contact the County's-Electronic Map Data Provider:

WTH Engineering, Inc.  
567 W. Westfield Blvd.  
Indianapolis, IN 46208

Phone: 317.259.0105  
Fax: 317.259.1423  
E-Mail: mail@wthengineering.com

Received 3/9/06 DP

39GIS03

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# CONTRACT

January 11, 2006

Prepared for:

Jefferson County, Indiana

*To Provide:*

GIS Data Layer Services: Emergency Service Zone Layer(s)



• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •  
• Phone (317) 259-0105 • Fax (317) 259-1423 •  
• [www.wthengineering.com](http://www.wthengineering.com) •

## OVERVIEW

Jefferson County, Indiana (the "Client") requires certain GIS and/or mapping products and/or services. WTH Technology, Inc. (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

## DESCRIPTION OF PRODUCTS AND SERVICES

### GIS Data Layer Services: Emergency Service Zone(s)

The Company will develop a GIS data layer for the Client which will indicate the corresponding Emergency Service Zone for every square mile.

## DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	30 Days	GIS Data Layer Services	30 Days <sup>(1)</sup>	\$ 500.00
Total GIS Cost			TOTAL	\$ 500.00

- (1) The Company will invoice the customer on a monthly basis (unless otherwise indicated via payment schedule) based on the number months until the project is completed. The dates to the final completion date will begin after the signing of this contract and the delivery of all source materials by the Client. The delivery and invoice dates will be reviewed once the contract is signed and may be adjusted if needed.

## LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

*The remainder of this page is left blank intentionally.*

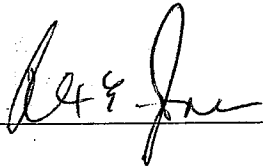
## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 3<sup>rd</sup> day of February 2006.

**Company:**  
**WTH Technology, Inc.**

**Client:**  
**Jefferson County, Indiana**

Signature: \_\_\_\_\_



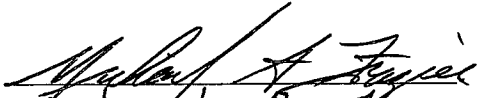
Name: Rex Jones

Title: President

Date: \_\_\_\_\_

2/3/06

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

Michael A. Frazier

Title: \_\_\_\_\_

Commissioner, President

Date: \_\_\_\_\_

2/3/06

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

Julie Berry

Title: \_\_\_\_\_

Commissioner

Date: \_\_\_\_\_

2/3/06

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Gregg Sindors

Title: \_\_\_\_\_

Commissioner

Date: \_\_\_\_\_

2/3/06



WHERE TECHNOLOGY HAPPENS

• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •  
• Phone (317) 259-0105 • Fax (317) 259-1423 •  
• [www.wthengineering.com](http://www.wthengineering.com) •

TO EXTENSION CONTRACTUAL SERVICES AGREEMENT  
BETWEEN PURDUE UNIVERSITY AND GOVERNMENT OF

This is an amendment to the Extension Contractual Services Agreement for the period January 1, 2006 through December 31, 2006.

Period is amended by extending the agreement expiration date to December 31, 2006, and amount is amended by adding \$37,300.00 for the period stated above. Except as provided herein, all terms and conditions remain unchanged and in full force and effect.

**Total Extension Contractual Services Appropriation: \$37,300.00**

Title